

TED KACZYNSKI  
to  
BEAU FRIEDLANDER

November 29, 1998

Dear Beau,

Please do not give Gary Greenberg any information about me, my case, or the publication of my book. I haven't met Greenberg face to face, but Michael Mello has, and, among other things, he says that Greenberg would "like to write full time, and I think he sees this as an opportunity to establish a name for himself." He describes Greenberg as "smooth, fast," and "hungry." (Mello's letter to me of September 17, p. 3.)

By "hungry" I assume that Mello means ambitious, and if that is so, then his impression confirms mine. Greenberg has been pushing very hard to insert himself into my case. In spite of this, I've maintained communication with him because he's an able writer and a psychologist who is prepared to debunk publicly Sally Johnson's and the other shrinks' diagnoses of me. But he's now gone just a bit too far for my liking. By way of explanation I'll send you a copy (as soon as I can get one made) of a letter that I'm dispatching to Greenberg. As you'll see from that letter, Greenberg is pursuing his own self-interest in relation to my case, and he is doing so without undue regard to fair play. Consequently, my behavior toward him will henceforth be governed by my own self-interest.

So, as I said at the outset, please do not give Greenberg any information of any kind in connection with me. I still hope that his

excellent Foreword (with some slight modifications) will appear in Mello's book, but from now on I want to release information to Greenberg only with caution and after due consideration.

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Now for a progress report on Professor Mello's manuscript. At the moment, I'm only up to p. 105. The work goes slowly because correspondence takes up much of my time, and checking the citations is time-consuming. In the part of the book that I've covered since my last letter to you (pp. 30-105), I've found numerous errors in the citations, but on the whole I think this part of the book contains fewer and less serious errors than the earlier part. However, as you've probably noticed yourself, the book has been put together in a slipshod way. Mello, on receiving new information from me, seems to have just patched it into his manuscript without adequately rewriting adjacent sections to accommodate the new material, and this has resulted in anomalies. For example, inappropriate repetitions.

To judge from what I've read thus far, I would say that Mello's argument is, in its broad outlines, strong and persuasive, and despite my objections to some of the things that Mello says, I'm glad that the book is to be published. But I think it will need a lot — and I mean a lot — of work on detail before it is ready for the press.

Rewriting to avoid unnecessary repetitions

and that sort of thing falls, I assume, within your province. I regard my task as merely to insure factual accuracy in those matters in which I have special knowledge, and to check citations to those documents of which I have copies. Since I've found numerous errors in the citations I've been able to check, you certainly should have someone check the other citations with great care.

I should mention that there are some inaccuracies in Mello's book that I don't think I can correct at present, because of the possible legal implications of discussing certain subjects without the protection of attorney-client privilege. I've written to Professor Bonnie to ask his advice about how to deal with this problem.

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In a recent letter, Professor Bonnie has advised me not to sign a contract with a publisher until I've had an opportunity to consult with an attorney concerning the possible consequences for my case. However, I don't think this will lead to any great delay in the publication of the book.

As for our copyright problem, I have not yet heard from Professor Goodenough. Do you have any news, ideas, or opinions on this question?

Best regards,

Ted Kaczynski

Ted Kaczynski's comments on  
proposed book contract with Beau Friedlander ①

Here are my responses to the numbered items that you discuss on pp. 4-6 of your letter of November 23.

1. I considered myself to be a resident of Montana in connection with a will I had made. I've checked with my lawyers, and it appears that as far as wills are concerned, there is no reason why I shouldn't consider myself to be a resident of Florence, CO. So you can leave the contract as is on this point.

2. There is no need to strike "whether now or", since this refers to the time when the "means of transmission or distribution" are developed, not to the time when the book is published or transmitted by these means.

I agree with adding, "after the complete and original version has been available to the public for one year."

3. OK - as you say.

4. OK - as you say.

5. OK - I'll take your word for it and change nothing.

6. OK - The only change I'll make is addition of a comma after "thereof", to make it clear that "in connection with the advertising and promotion of the work" refers to "Exclusive right" and not to "adaptation thereof".

7. OK - as you say.

8. OK

9. I do indeed have the impression that you are 100% on my side. However, during the  $2\frac{1}{2}$  years since my arrest, it has happened

several times that persons who appeared to be 100% on my side turned out to be unworthy of trust.

Gary Greenberg is only the latest example: His early letters to me were completely convincing, yet now he turns out to be an utterly shameless prevaricator and self-promoter.

So I hope you will not take it personally when I say that I would be a fool to place any more reliance than I absolutely have to on my impression that you are 100% on my side—considering my experience over the last  $2\frac{1}{2}$  years.

Consequently I would feel more comfortable if the legal read-through were completed before I sign the contract. But we'll discuss the copyright problem elsewhere.

10. When I wrote, "Obviously I can't represent that I am the sole owner of the copyright to the quoted material in the book," I meant just that. I am sole owner of the copyright to the material that I wrote myself, but I don't own the copyright to the material that I've quoted from other sources. So shouldn't this paragraph be changed to read, "The author warrants ... that he is the sole author of all portions of the work that are not indicated in the work itself as being quoted from other sources; that he is the sole owner of the copyright to all such portions of the work ... [etc.]"?

11. OK.

12. I think you misunderstood the point I was making. The word order is awkward and doesn't make it entirely clear that "any seller ... and any licensee ..." are included among those to be held harmless by the Author. It should be either, "the Author shall hold harmless the publisher, any seller ... and any licensee ...," or else,

"the author shall hold the publisher, any seller ... and any licensee ... harmless."

But leave it as it stands if you like. It's no skin off my nose.

13. OK.

14. I've struck out the part you suggested.

15. See #9.

16. OK.

17. OK.

18. I don't anticipate any problems in our relationship, but, for reasons explained under #9, I will play safe and strike this paragraph.

19. OK — refer to # 14.

### New Questions

A. The woman experienced in publishing whom I consulted about this contract called my attention to possible problems that paragraph 5 (p.3) might cause. She writes, "Publishers are squirrely about this statement. They don't define it well, and they say that anything on the same subject competes with the sale of the book..." She says she would like to see the paragraph deleted. Of course, there's no problem as long as you remain my publisher — but see # 14 above.

Would you care to comment on this? The National Writers Union Guide to Book Contracts (Section VIII, p.44) recommends deleting any Competing-Works clause.

B. The same woman called my attention to possible problems with paragraph 2, p.2. Your letter of October 26 is somewhat ambiguous. It could be read as stating only that I have fulfilled all of my responsibilities with regard to the text of the book, and not necessarily with regard to ancillary materials such as photographs, drawings, indexes, etc. I've already sent you the only drawing that is called for by the text, and all the suitable photos that I know how to obtain. (Of course, I'll gladly help you to obtain additional photos, if you can suggest any way I can make myself useful in that respect.)

So I would appreciate it if you would send me a letter that states unequivocally that my responsibility to deliver satisfactory copy -- including all ancillary materials such as photos, drawings, or indexes--has been fulfilled.

C. My correspondent recommends adding the following to paragraph 2b on p.2: "In the event this contract is canceled by the publisher because the manuscript is deemed unacceptable, all rights revert automatically to the Author upon receipt of written notice."

Is this alright with you?

D. Regarding paragraph 1a(vii), my correspondent writes, "in my opinion, cartoons could/would be an insult," and she recommends striking the words, "printed cartoon versions." I'm inclined to agree.

Okay with you?

E. In paragraph 6, I would like to strike the words, "unless such failure is due to circumstances beyond the publisher's control." If you are prevented from publishing by some circumstance

beyond your control, and if that circumstance should last for a considerable time, I might be stuck with no means of getting my book before the public.

Is this okay with you?

F. The National Writer's Union Guide to Book Contracts, Section XII, p.50, indicates that the language of paragraph 20 of your contract is obsolete due to changes in federal law. Hence, if Context Media were to go bankrupt, the rights to my book might end up in the possession of a bank or other creditor, and there's no telling how much time might pass before I could get it published.

Since Context is a brand-new company, I assume there is more risk of its going bankrupt than there would be with a long-established firm.

As a remedy for the bankruptcy problem, the NWU guide recommends adding the following clause to the contract (though it says only a very few of the luckiest authors get such a clause):

1. As collateral security for the payment of all money owed to the Author under this contract, the Publisher hereby grants to the Author a Security Interest in the Work and all product and proceeds thereof.
2. Upon delivery of the Work, the Publisher shall execute and deliver to the Author, Uniform Commercial Code (UCC-1) forms to perfect the Security Interest, and the Author is authorized to file said forms in all appropriate jurisdictions.



3. With respect to the said Security Interest, the Author shall have and enjoy all of the rights, privileges and powers granted to a Secured Party under the Uniform Commercial Code of the State of New York, as it is now in effect and as it may be hereafter amended.

This is the the language of the NWU guide. In my case it might have to be altered slightly. Anyhow, I'd like to have your comments on this subject.